

SERVICE AGREEMENT BETWEEN
THE CONVENTION CENTER AUTHORITY OF THE METROPOLITAN
GOVERNMENT OF NASHVILLE
AND [CONTRACTOR]

This contract, effective as of the ____ day of _____, 2012, is by and between **THE CONVENTION CENTER AUTHORITY OF THE CONVENTION CENTER AUTHORITY OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY** (the "Convention Center Authority") and _____ ("Contractor"), a corporation registered to do business under the laws of Tennessee. (The Convention Center Authority and the Contractor are collectively referred to herein as the "Parties").

This contract consists of the following documents (incorporated by reference):

In the event of conflicting provisions, all documents shall be construed in the order listed above.

WITNESSETH

WHEREAS, the Convention Center Authority has undertaken the construction of a new convention center, to be located at 201 Fifth Avenue, South, Nashville, Tennessee 37203, including approximately 353,000 square feet of exhibition space, approximately 75,000 square feet of ballroom space (consisting of a 57,500 square foot grand ballroom and an 17,900 square foot junior ballroom), 60 meeting rooms with approximately 102,000 square feet in total, over 145,000 square feet of pre-function space, two outdoor terrace areas (one on 5th Avenue with 19,000 square feet of space and the other at the corner of 8th Avenue and Demonbreun with over 16,500 square feet of space), 31 loading docks, and approximately 2,200 square feet of retail space ("Music City Center"), to be owned and operated by the Convention Center Authority;

WHEREAS, pursuant to its procurement policy, the Convention Center Authority used the competitive sealed bidding method to issue the RFP for audio visual/production services and/or rigging services for the Music City Center;

WHEREAS, Contractor is in the business of providing audio visual/production services and/or rigging services for convention centers and/or other public gathering places and, as a result, responded to the RFP;

WHEREAS, the Convention Center Authority has determined that it is in its best interests to request that Contractor provide certain audio visual/production services and/or rigging services for the Music City Center, as further set forth herein;

THEREFORE, in consideration of the duties, covenants and obligations of the other hereunder, and for other good and valuable consideration, the Convention Center Authority and Contractor hereby agree as follows:

1. **Duties and Responsibilities of Contractor.** Contractor agrees to provide professional, competitively priced audio visual and/or rigging services within the Music City Center that would be equivalent to services provided in tier one convention centers and hotels. Rigging will be an exclusive service and audio visual will be semi-exclusive. CCA will provide 692 sf of office/storage space and a state of the art nearly \$4,000,000 sound and video infrastructure which allows MCC to broadcast video and audio throughout the facility and provide quality house sound for all meeting space. This high-quality equipment will include Crestron and QSC's Q-SYS as the main system components. Contractor agrees that throughout the term of the contract to adhere to the duties, responsibilities and standards, including without limitation, those addressing personnel and staffing, products and prices, and maintenance, set forth on Exhibit A (Contractor Responsibilities).
2. **Term.**
 - 2.1. The term of this contract will begin on the date this contract is signed by all required parties. The Convention Center Authority contemplates that the contract term will begin on or about _____ (beginning date). Unless terminated as set forth herein, the initial contract term will end thirty-six (36) months from the beginning date.
 - 2.2. This contract may be extended by contract amendment. The option to extend shall be exercised by and in the discretion of the Convention Center Authority. In no event shall the term of this contract, including extensions, exceed twenty-four (24) months from the end of the initial term.
3. **Compensation.**
 - 3.1. The Contractor shall be compensated in the manner set forth on Exhibit B (Compensation and Pricing). There will be no other charges or fees for the performance of this contract.
4. **Taxes.** The Convention Center Authority shall not be responsible for any taxes that are imposed on Contractor. Furthermore, Contractor understands that it cannot claim exemption from taxes by virtue of any exemption that is provided to the Convention Center Authority.
5. **Copyright, Trademark, Service Mark, or Patent Infringement.**
 - 5.1. Contractor shall, at its own expense, be entitled to and shall have the duty to defend any suit which may be brought against the Convention Center Authority to the extent that it is based on a claim that the products or services furnished by Contractor infringe a copyright, Trademark, Service Mark, or patent. Contractor shall further indemnify and hold harmless the Convention Center Authority against any award of damages and costs made against the Convention Center Authority by a final judgment of a court of last resort in any such suit. The Convention Center Authority shall provide Contractor immediate notice in writing of the existence of such claim and full right and opportunity to conduct the defense thereof, together with all available information and reasonable cooperation, assistance and authority to enable Contractor to do so. No costs or expenses shall be incurred for the account of Contractor without its written consent. The Convention Center Authority reserves the right to participate in the defense of any such

- action. Contractor shall have the right to enter into negotiations for and the right to effect settlement or compromise of any such action, but no such settlement or compromise shall be binding upon the Convention Center Authority unless approved by the Convention Center Authority.
- 5.2. If the products or services furnished under this contract are likely to, or do become, the subject of such a claim of infringement, then without diminishing Contractor's obligation to satisfy the final award, Contractor may at its option and expense:
- 5.2.1. Procure for the Convention Center Authority the right to continue using the products or services.
 - 5.2.2. Replace or modify the alleged infringing products or services with other equally suitable products or services that are satisfactory to the Convention Center Authority, so that they become non-infringing.
 - 5.2.3. Remove the products or discontinue the services and cancel any future charges pertaining thereto.
 - 5.2.4. Provided, however, that Contractor will not exercise option 5.2.3. until Contractor and the Convention Center Authority have determined that options 5.2.1. and 5.2.2. are impractical.
- 5.3. Contractor shall have no liability to the Convention Center Authority, however, if any such infringement or claim thereof is based upon or arises out of:
- 5.3.1. The use of the products or services in combination with apparatus or devices not supplied or else approved by Contractor.
 - 5.3.2. The use of the products or services in a manner for which the products or services were neither designated nor contemplated.
 - 5.3.3. The claimed infringement in which the Convention Center Authority has any direct or indirect interest by license or otherwise, separate from that granted herein.

6. Termination.

- 6.1. *Breach.* Should Contractor fail to fulfill in a timely and proper manner its obligations under this contract or if it should violate any of the terms of this contract, the Convention Center Authority shall have the right to immediately terminate the contract if Contractor does not cure such breach within thirty (30) days of the date it receives written notice from the non-defaulting party reasonably specifying such breach. Such termination shall not relieve Contractor of any liability to the Convention Center Authority for damages sustained by virtue of any breach by Contractor.
- 6.2. *Notice.* The Convention Center Authority may terminate this contract at any time upon ninety (90) days written notice to Contractor. Should the Convention Center Authority terminate this Contract, Contractor shall immediately cease work and deliver to the Convention Center Authority, within ninety (90) days, all completed or partially

completed satisfactory work, and the Convention Center Authority shall determine and pay to Contractor the amount due for satisfactory work and a reimbursement for the un-depreciated capital investment as set forth in Exhibit C.

7. **Maintenance of Records.** Contractor shall maintain documentation for all charges against the Convention Center Authority. The books, records, and documents of Contractor, insofar as they relate to work performed or money received under the contract, shall be maintained for a period of three (3) full years from the date of final payment and will be subject to audit, at any reasonable time and upon reasonable notice by the Convention Center Authority or its duly appointed representatives. The records shall be maintained in accordance with generally accepted accounting principles. In the event of litigation, working papers and other documents shall be produced in accordance with applicable laws and/or rules of discovery. Breach of the provisions of this paragraph is a material breach of this Contract.

All documents and supporting materials related in any manner whatsoever to the contract or any designated portion thereof, which are in the possession of Contractor or any subcontractor or sub-consultant shall be made available to the Convention Center Authority for inspection and copying upon written request from the Convention Center Authority. Said documents shall also be made available for inspection and/or copying by any state, federal or other regulatory authority, upon request from the Convention Center Authority. Said records include, but are not limited to, all drawings, plans, specifications, submittals, correspondence, minutes, memoranda, tape recordings, videos or other writings or things which document the procurement and/or performance of this contract. Said records expressly include those documents reflecting the cost, including all subcontractors' records and payroll records of Contractor and subcontractors.

8. **Monitoring.** The Contractor's activities conducted and records maintained pursuant to this contract shall be subject to monitoring and evaluation by the Convention Center Authority, the Metropolitan Government Department of Finance, the Division of Internal Audit, or their duly appointed representatives.
9. **Convention Center Authority Property.** Any Convention Center Authority property, including but not limited to books, records and equipment that is in Contractor's possession shall be maintained by Contractor in good condition and repair, and shall be returned to the Convention Center Authority by Contractor upon termination of the contract. All goods, documents, records, and other work product and property produced during the performance of this contract are deemed to be the Convention Center Authority property. All documents which make up this contract;
- 9.1. All other documents furnished by the Convention Center Authority;
- 9.2. All conceptual drawings, design documents, closeout documents, and other submittals by Contractor; and,
- 9.3. All other original works of authorship, whether created by the Convention Center Authority or Contractor embodied in any tangible medium of expression, including, without limitation, pictorial, graphic, sculptural works, two (2) dimensional works, and three (3) dimensional works.

The Contractor may keep one (1) copy of the aforementioned documents upon completion of the contract; provided, however, that in no event shall the Contractor use, or permit to be used, any portion of the documents on other projects without the Convention Center Authority's prior written authorization

10. **Modification of Contract.** This contract may be modified only by written amendment executed by all parties and their signatories hereto. All change orders, where required, shall be executed in conformance with section 4.24.020 of the Metropolitan Code of Laws or the Convention Center Authority's Procurement Policy, as applicable.
11. **Partnership/Joint Venture.** This Contract shall not in any way be construed or intended to create a partnership or joint venture between the Parties or to create the relationship of principal and agent between or among any of the Parties. None of the Parties hereto shall hold itself out in a manner contrary to the terms of this paragraph. No party shall become liable for any representation, act or omission of any other party contrary to the terms of this Contract.
12. **Waiver.** No waiver of any provision of this contract shall affect the right of any party to enforce such provision or to exercise any right or remedy available to it.
13. **Employment.**
 - 13.1. Contractor shall not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, creed, color, national origin, age, sex, or which is in violation of applicable laws concerning the employment of individuals with disabilities.
 - 13.2. Contractor shall not knowingly employ, permit, dispatch, subcontract, or instruct any person who is an undocumented and/or unlawful worker to perform work in whole or part under the terms of this contract.
 - 13.3. Violation of either of these contract provisions may result in suspension or debarment if not resolved in a timely manner, not to exceed ninety (90) days, to the satisfaction of the Convention Center Authority .
14. **Procurement Nondiscrimination Program Requirements.**
 - 14.1. The consideration and contact of minority-owned and/or woman-owned business enterprises ("MWBE") is required for a responsive offer to any solicitation.
 - 14.2. The provision of the following items shall be part of each individual solicitation response:
 - 14.2.1. Covenant of Nondiscrimination

Your firm has committed to the Covenant of Nondiscrimination when registering with the Metropolitan Government and/or Convention Center Authority to do business. To review this document, go to Nashville.gov and visit the Procurement or Business Assistance web pages (it is NOT necessary to resubmit this with each bid/proposal/contract).

14.2.2. Statement of Interested, Notified, Bid Amount, and Successful MWBEs Selected

Contractor must provide the provided form indicating that Contractor has delivered written notice to at least three (3) available MWBEs if use of MWBEs is reasonable and if the Business Assistance Office can provide at least three (3) MWBEs for the applicable category. The interested, notified, successful and unsuccessful bid prices are one of several responses required on the form.

14.2.3. Letter of Intent to Perform as a Subcontractor/Joint Venture

In the event that Contractor proposes to use subcontractors, sub-consultants, suppliers and/or joint ventures, a letter of intent signed by both the contractor, subcontractor, sub-consultant, supplier, and/or joint venturer must be submitted to the Convention Center Authority by the end of the second business day following issuance of the intent to award letter. Only subcontractors listed in the submittal for each individual solicitation offer may be employed for that work. Substitute subcontractors may only be used with prior notice and written approval from the Convention Center Authority and the Business Assistance Office (“BAO”).”

14.2.4. Registration and Certification

To be considered for the purpose of being responsive, the subcontractor, subcontractor, supplier and/or joint venturer must be registered online with the Convention Center Authority by the individual solicitation due date.

15. **Compliance with Laws.** Contractor agrees to comply with all applicable federal, state and local laws and regulations.

16. **Taxes and Licensure.** As, in part, set forth on Exhibit D (Affidavit), Contractor shall have all applicable licenses and be current on its payment of all applicable gross receipt taxes and personal property taxes.

17. **Ethical Standards.** Contractor hereby represents that Contractor has not been retained or retained any persons to solicit or secure a the Convention Center Authority contract upon an agreement or understanding for a contingent commission, percentage, or brokerage fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business. Breach of the provisions of this paragraph is, in addition to a breach of this contract, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under the Convention Center Authority contracts.

18. **Nondiscrimination.**

- 18.1. *Nondiscrimination Policy.* It is the policy of the Convention Center Authority not to discriminate on the basis of age, race, sex, color, national origin, sexual orientation, gender identity, or disability in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities.
- 18.2. *Nondiscrimination Requirement.* No person shall be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in the Convention Center Authority's contracted programs or activities, on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal or Tennessee State Constitutional or statutory law; nor shall they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with the Convention Center Authority or in the employment practices of the Convention Center Authority's contractors. Contractor certifies and warrants that it will comply with this nondiscrimination requirement. Accordingly, all Proposers entering into contracts with the Convention Center Authority shall, upon request, be required to show proof of such nondiscrimination and to post in conspicuous places that are available to all employees and applicants, notices of nondiscrimination.
19. **Americans with Disabilities Act (ADA).** Contractor assures the Convention Center Authority that all services provided through this contract shall be completed in full compliance with the Americans with Disabilities Act ("ADA") and Architectural and Transportation Barriers Compliance Board, Federal Register 36 CFR Parts 1190 and 1191, Accessibility Guidelines for Buildings and Facilities; Architectural Barriers Act (ABA) Accessibility Guidelines; proposed rule, published in the Federal Register on July 23, 2004. Contractor will ensure that participants with disabilities will have communication access that is equally effective as that provided to people without disabilities. Information shall be made available in accessible formats, and auxiliary aids and services shall be provided upon the reasonable request of a qualified person with a disability.
20. **Insurance.** During the term of this contract, for any and all awards, Contractor shall, at its sole expense, obtain and maintain in full force and effect for the duration of this contract, including any extension, the types and amounts of insurance identified below. Proof of insurance, attached as Exhibit E (Insurance Policies and/or Proof of Insurance) shall be required naming the Convention Center Authority as an additional insured.
- 20.1. General Liability Insurance in the amount of two million (\$2,000,000.00) dollars.
- 20.2. Umbrella or Excess Liability Insurance in the amount of ten million (\$10,000,000.00) dollars.
- 20.3. Employment Practices Insurance in the amount of five million (\$5,000,000.00) dollars.
- 20.4. Liquor Liability Insurance in the amount of one million (\$1,000,000.00) dollars.
- 20.5. Automobile Liability Insurance in the amount one million (\$1,000,000.00) dollars.

20.6. Worker's Compensation Insurance with statutory limits required by the State of Tennessee or other applicable laws and Employer's Liability Insurance with limits of no less than one hundred thousand (\$100,000.00) dollars, as required by the laws of Tennessee. (Not required for companies with fewer than five (5) employees.)

20.7. Such insurance shall:

20.7.1. Contain or be endorsed to contain a provision that includes the Convention Center Authority, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. The coverage shall contain no special limitations on the scope of its protection afforded to the above-listed insureds.

20.7.2. For any claims related to this agreement, Contractor's insurance coverage shall be primary insurance as respects the Convention Center Authority, its officers, officials, employees, and volunteers. Any insurance or self-insurance programs covering the Convention Center Authority, its officials, officers, employees, and volunteers shall be excess of Contractor's insurance and shall not contribute with it.

20.7.3. Automotive Liability Insurance including vehicles owned, hired, and non-owned shall include coverage for loading and unloading hazards. Insurance shall contain or be endorsed to contain a provision that includes the Convention Center Authority, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of automobiles owned, leased, hired, or borrowed by or on behalf of Contractor.

20.7.4. Worker's Compensation (if applicable), Contractor shall maintain workers' compensation insurance with statutory limits as required by the State of Tennessee or other applicable laws and employers' liability insurance. Contractor shall require each of its subcontractors to provide Workers' Compensation for all of the latter's employees to be engaged in such work unless such employees are covered by Contractor's workers' compensation insurance coverage.

20.7.5. Contractor shall:

20.7.5.1. Prior to commencement of services, furnish the Convention Center Authority with original certificates and amendatory endorsements effecting coverage required by this section and provide that such insurance shall not be cancelled, allowed to expire, or be materially reduced in coverage except on 30 days' prior written notice to:

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- 20.7.5.2. Provide certified copies of endorsements and policies if requested by the Convention Center Authority in lieu of or in addition to certificates of insurance.
- 20.7.5.3. Replace certificates, policies, and/or endorsements for any such insurance expiring prior to completion of services.
- 20.7.5.4. Maintain such insurance from the time services commence until services are completed and attach the certificates of insurance in the Convention Center Authority system. Failure to maintain or renew coverage or to provide evidence of renewal may be treated by the Convention Center Authority as a material breach of the contract.
- 20.7.5.5. Place such insurance with insurer licensed to do business in Tennessee and having A.M.Best Company ratings of no less than A-. Modification of this standard may be considered upon appeal to the Convention Center Authority or the Metropolitan Government's Director of Risk Management Services.
- 20.7.5.6. Require all subcontractors to maintain during the term of the agreement Commercial General Liability insurance, Business Automobile Liability insurance, and Worker's Compensation/ Employers Liability insurance (unless subcontractor's employees are covered by Contractor's insurance) in the same manner as specified for Contractor. Contractor shall file subcontractor's certificates of insurance in the Convention Center Authority's system.
- 20.7.5.7. Any deductibles and/or self-insured retentions greater than \$10,000.00 must be disclosed to and approved by the Convention Center Authority prior to the commencement of services.
- 20.7.5.8. If the Contractor has or obtains primary and excess policy(ies), there shall be no gap between the limits of the primary policy and the deductible features of the excess policies.

21. Indemnification and Hold Harmless.

- 21.1. Contractor shall indemnify and hold harmless the Convention Center Authority, its officers, agents and employees from any claims, damages, costs and attorney fees for injuries or damages arising, in part or in whole, from the negligence of Contractor, its officers, employees and/or agents, including its subcontractors, sub-consultants or independent contractors, in connection with the performance of this contract, and, any

- claims, damages, penalties, costs and attorney fees arising from any failure of Contractor, its officers, employees and/or agents, including its subcontractors, sub-consultants or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.
- 21.2. The Convention Center Authority will not indemnify, defend or hold harmless in any fashion the Contractor from any claims arising from any failure, regardless of any language in any attachment or other document that the Contractor may provide.
- 21.3. Contractor shall pay the Convention Center Authority any expenses incurred because of Contractor's failure to fulfill any obligation in a professional and timely manner under this Contract.
22. **Attorney Fees.** Contractor agrees that in the event either party takes legal action to enforce any provision of the contract or to obtain a remedy for any breach of this contract, and in the event the Convention Center Authority prevails in such action, Contractor shall pay all expenses of such action incurred at any and all stages of the litigation, including costs, and reasonable attorney fees for the Convention Center Authority .
23. **Assignment--Consent Required.** The provisions of this contract shall inure to the benefit of and shall be binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to Contractor under this contract, neither this contract nor any of the rights and obligations of Contractor hereunder shall be assigned or transferred in whole or in part without the prior written consent of the Convention Center Authority. Any such assignment or transfer shall not release Contractor from its obligations hereunder.
- NOTICE OF ASSIGNMENT OF ANY RIGHTS TO MONEY DUE TO CONTRACTOR UNDER THIS CONTRACT MUST BE SENT TO THE ATTENTION OF:
- _____
- _____
- _____
- _____
- Funds assignment requests should contain complete contact information (contact person, organization name, address, telephone number, and email) for the Convention Center Authority to use to request any follow up information needed to complete or investigate the requested funds assignment. To the extent permitted by law, the Convention Center Authority has the discretion to approve or deny a Funds Assignment Request
24. **Entire Contract.** This contract sets forth the entire agreement between the parties with respect to the subject matter hereof and shall govern the respective duties and obligations of the parties.
25. **Force Majeure.** No party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by *force majeure*, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of Government, act of public enemy, or other cause of similar or dissimilar nature beyond its control.

26. **Governing Law.** The validity, construction and effect of this contract and any and all extensions and/or modifications thereof shall be governed by the laws of the State of Tennessee. Tennessee law shall govern regardless of any language in any attachment or other document that the Contractor may provide.
27. **Venue.** Any action between the parties arising from this agreement shall be maintained in the courts of Davidson County, Tennessee.
28. **Severability.** Should any provision of this contract be declared to be invalid by any court of competent jurisdiction, such provision shall be severed and shall not affect the validity of the remaining provisions of this contract.
29. **Notices and Designation of Agent for Service of Process.**

All notices to the Convention Center Authority shall be mailed or hand delivered to:

Notices to Contractor shall be mailed or hand delivered to:

Contractor designates the following as the Contractor's agent for service of process and will waive any objection to service of process if process is served upon this agent:

30. **Effective Date.** This contract shall not be binding upon the parties until it has been signed first by the Contractor and then by the authorized representatives of the Convention Center Authority.

**[The remainder of this page has been intentionally left blank.
Signatures appear on the next page.]**

**THE CONVENTION CENTER
AUTHORITY OF THE METROPOLITAN
GOVERNMENT OF NASHVILLE AND
DAVIDSON COUNTY**

BY: _____

CHAIR: _____

APPROVED AS TO PROJECT SCOPE:

Executive Director

CONTRACTOR

BY: _____

Print: _____

Title: _____

**Sworn to and subscribed to before me, a
Notary Public, this _____ day
of _____, 20____,
by _____,
the _____
of Contractor and duly authorized to execute
this instrument on Contractor's behalf.**

Notary Public

My Commission Expires

Exhibit A

Contractor Responsibilities

[to be negotiated with selected Contractor]

Exhibit B

Compensation and Pricing

[to be negotiated with selected Contractor]

Exhibit D

Affidavit

State of _____ in the County of _____

As used herein, "Offeror" will include bidders and proposers.

Compliance with Laws: After first being duly sworn according to law, the undersigned (Affiant) states that he/she is the _____ (Position Title) of _____ (Offeror's Firm/Organization), and that Offeror is presently in compliance with, and will continue to maintain compliance with, all applicable laws.

Taxes and Licensure: Thus, Affiant states that Offeror has all applicable licenses, including business licenses, copies of which are attached hereto. Finally, Affiant states that Offeror is current on its payment of all applicable gross receipt taxes and personal property taxes. M.C.L. 4.20.065

Nondiscrimination Requirement: Contractor, after being first duly sworn, affirms that by its employment policy, standards and practices it does not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, religion, color, national origin, age or sex and that it is not in violation of and will not violate any applicable laws concerning the employment of individuals with handicaps and/or disabilities. Contractor shall not discriminate on the basis of age, race, sex, color, religion, national origin or handicap and/or disability in its hiring and employment practices, or in admission to, access to, or operation of its programs, services and activities. With regard to all aspects of this contract, contractor certifies and warrants it will comply with this nondiscrimination requirement. M.C.L. 4.28.020

Employment Requirement: Offeror, declares that neither the prime, subcontractors, sub-consultants, nor providers of day laborers employ any person who is not a legal resident of the United States. Any contractor who knowingly violates the provisions of this section is subject to debarment or suspension. M.C.L. 4.40.060

Contingent Fees: It is a breach of ethical standards for a person to be retained, or to retain a person, to solicit or secure a the Convention Center Authority contract upon an agreement or understanding for a contingent commission, percentage, or brokerage fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business. After first being duly sworn according to law, the undersigned (Affiant) states that the Offeror has not retained anyone in violation of the foregoing. M.C.L. 4.48.080

And Further Affiant Sayeth Not:

By:

Title:

Address:

Sworn to and subscribed before me on this _____ day of Select Month, Select Year.

Notary Public

My commission expires: _____

The provision of false information is a material breach.

Exhibit E

Insurance Policies and/or Proof of Insurance

[to be attached]

Exhibit F

Additional Contract Terms

[to be negotiated with selected Contractor, if necessary]